

~~Great Brit George III~~

No 54



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Vesting the Capital Messuage, with the Lands and Hereditaments thereunto belonging, at *Southgate*, in the Parish of *Edmonton*, and at *Frian Barnett*, in the County of *Middlesex*, and at *East Barnett*, in the County of *Hertford*, late Part of the Estate of *James Colebrooke*, Esquire, deceased, comprised in the Marriage Settlement of *Sir George Colebrooke*, Baronet, in him and his Heirs, and for settling other Lands and Hereditaments, in the Counties of *Surry* and *Middlesex*, of equal Value, to the same Uses, in Lieu thereof; and for other Purposes in the said Act mentioned.



Whereas *James Colebrooke*, late of *London*, Esquire, deceased, by his last Will and Testament in Writing, bearing Date the Eleventh Day of *November* in the Year of our Lord One thousand Seven hundred and Fifty-two (after having given and disposed of divers Lands and Hereditaments in the County of *Kent*, and his Thirty-sixth Part or Share of the King's Moieties of the New River Water-works, to the Uses and for the Purposes therein mentioned), did give and devise all those his Two full Thirty-sixth Parts or Shares of the Moieties commonly called the *Adventurers Moieties* of the said New River Water-works, and all other

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his Freehold, Copyhold, and Leasehold Lands, Tenements, and Hereditaments, not therein before given or disposed of, with their Appurtenances, unto and to the Use of *William Southouse* and *John Lefingham* (Trustees therein named), their Heirs, Executors, and Administrators, upon Trust that they, either during the Life of his Wife, or after her Decease, should settle, convey, and make over the same, unto, upon, and for the Benefit of such of his Children, for such Estates, and in such Manner, as his said Wife, by any Writing under her Hand and Seal, or by her last Will, attested by Three or more Witnesses, should order, direct, limit, or appoint; and in the mean time should permit his said Wife to receive the Rents and Profits thereof, during her Life: And in case she should die without making any such Appointment, then that the said Trustees should convey One of the said Shares of the Moiety of the New River Water-works, called the *Adventurers Moiety*, unto his Son *James Colebrooke* (afterwards Sir *James Colebrooke*, Baronet) and his Heirs; and also, in Default of such Appointment by his said Wife, he did will and direct that his said Trustees, and their Heirs, should stand seised of all that his Messuage, Lands, and Premises, with the Rights, Members, and Appurtenances, at *Southgate*, in Trust for his Son *George Colebrooke* (now Sir *George Colebrooke*, Baronet), and his Assigns, for and during the Term of his Life; and after his Decease, in Trust for the First and every other Son of his Body lawfully begotten, successively according to their Seniority, and the Heirs Male of the Body and Bodies of such Son and Sons respectively issuing; and for want of such Issue, in Trust for all and every the Daughter and Daughters of the Body of his said Son *George Colebrooke* lawfully begotten, such Daughters, if more than One, to take in equal Shares, as Tenants in common, and not as joint Tenants, and the Heirs of their several and respective Body and Bodies issuing, with Benefit of Survivorship and Accrual, in case of Failure of Issue of the Body and Bodies of any such Daughter or Daughters; and for want of such Issue, in Trust for the Testator's Sons *Robert Colebrooke* and *James Colebrooke*, as Tenants in common, and not as joint Tenants, and for their respective Heirs and Assigns, and as to all other his Freehold, Copyhold, and Leasehold Lands, Tenements, and Hereditaments, in the Counties of *Middlesex* and *Hertford*, and also his other Share in the Moiety of the New River Water-works, called the *Adventurers Moiety*, in Default of such Appointment by his said Wife, upon Trust to convey the same unto his said Son *George Colebrooke*, his Heirs and Assigns, for ever:

And whereas the Testator's said Wife *Mary Colebrooke*, by her last Will, bearing Date the Twenty-sixth Day of *February* One thousand Seven hundred and Fifty-three, did devise and direct that the said Messuage, Lands, and Premises at *Southgate*, and all other the Lands, Tenements, and Hereditaments, mentioned in her said late Husband's Will,

Will; should go respectively, after her Decease, in such Manner as the same were, by her said Husband's Will, appointed or intended to go; and made no other Disposition thereof:

And whereas, by Indentures of Lease and Release, bearing Date respectively the Eighth and Ninth Days of July in the Year of our Lord One thousand Seven hundred and Fifty-four; the Release being of Six Parts, and made between the said George (now Sir George) Colebrooke, of the First Part; the said Robert Colebrooke and James Colebrooke, the other Sons of the said James Colebrooke, deceased, by Mary his Wife, then also deceased, of the Second Part; Mary Gaynor, then an Infant under the Age of Twenty-one Years, only Daughter and Heir of Peter Gaynor, late of the Island of Antigua, Planter, deceased, and now Wife of the said Sir George Colebrooke, of the Third Part; John Wicker of Horsbarn, in the County of Sussex, Esquire, and Samuel Touchitt of London, Merchant, of the Fourth Part; Slingsby Bethell, Esquire (since deceased), and Samuel Turner of London, Merchant, of the Fifth Part; and George Ruck of the Isle of Thanet, in the County of Kent, Esquire, and Stephen Peter Godin of Southgate, in the County of Middlesex, Esquire, of the Sixth Part; it is witnessed, that in Consideration of the Marriage, then intended and since solemnized, between the said Sir George Colebrooke, and the said Mary his Wife, and of her Portion or Fortune therein mentioned, and for other Considerations, they the said Sir George Colebrooke, Robert Colebrooke, and James Colebrooke, did grant and release, unto the said John Wicker and Samuel Touchitt, and their Heirs, all that the Messuage, Farm, and Lands thereunto belonging, called or known by the Name of Highbury Barn; and divers Messuages, Lands, Tenements, and Hereditaments, situate, lying, and being in the Parish of Saint Mary at Illington, in the said County of Middlesex, together with several other Messuages, Farms, Lands, Tenements, and Hereditaments, in the several Parishes of Edmonton and East Barnett, in the said County of Middlesex and Hertford, and also One full Thirty-sixth Part or Share of the Moiety commonly called the Adventurers Moiety, of and in the New River Water-work, to hold the said Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, unto the said John Wicker and Samuel Touchitt, and their Heirs, to the Uses, Intents, and Purposes therein and herein after-mentioned (that is to say), To the Use of the said Sir George Colebrooke, and his Heirs, until the said then intended Marriage should be solemnized; and from and after the Solemnization thereof, to the Use of the said Slingsby Bethell and Samuel Turner, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, upon Trust, by and out of the Rents and Profits of the Premises, to raise and levy the Annuity or yearly Sum of Two hundred Pounds, during so many Years of the said Term as the said Sir George Colebrooke and Mary Gaynor should jointly live, and to pay, apply, and dispose of the



the same, in such Manner as the said *Mary Gaynor* should, notwithstanding her Coverture, from time to time direct or appoint; and for want of such Appointment, into her own Hands, for her sole and separate Use, and to permit the said *Sir George Colebrooke* to receive the Residue of the said Rents and Profits; and after the Determination of the said Term, to the Use of the said *Sir George Colebrooke*, during his Life, without Impeachment of Waste; and after his Decease, to the Use, Intent, and Purpose, that the said *Mary Gaynor* might have and receive, out of the same Premises, One Annuity or yearly Sum of One thousand Pounds, free from Taxes, during her Life, by Four equal quarterly Payments, in Lieu of her Jointure and in Bar of Dower, and subject thereto, to the Use of the said *Slingsby Bethell* and *Samuel Turner*, their Executors, Administrators, and Assigns, for the Term of One hundred Years from the Death of the said *Sir George Colebrooke*, for the better securing and recovering the said Annuity, and all Arrears thereof; and after the Determination of the said Term of One hundred Years, to the Use of the said *George Ruck* and *Stephen Peter Godin*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, upon Trust, by the Ways and Means therein mentioned, to raise and levy such Sum and Sums of Money, for the Portion and Portions of all and every the Child and Children of the said then intended Marriage (other than an eldest or only Son), to be paid at such Times, and in such Manner, and with such yearly Sums of Money, for their Maintenance and Education, as therein are particularly mentioned; and after the Determination of the said Term of Five hundred Years, and subject thereto, to the Use of the said *Sir George Colebrooke*, his Heirs and Assigns for ever: In which said Indenture of Release is contained a Power for the said *Sir George Colebrooke* to make Leases of all or any Part of the said Premises, under the usual Restrictions; and after reciting, in the said Indenture of Release, the Will of the said *James Colebrooke* (the Father), and the Devise therein of the said capital Messuage, Lands, and Premises at *Southgate*, as the same is herein before set forth, and that at the Treaty for the said then intended Marriage it was proposed, that the said capital Messuage and Premises at *Southgate*, with the Outhouses, Offices, Gardens, and Grounds, lying contiguous and adjoining thereto, as the same were in the Occupation of the said *James Colebrooke* the Testator, at the Time of his Death, should be comprised in the said Settlement, and be limited and assured to, for, and upon the several Uses, Intents, and Purposes therein before declared, of and concerning the Messuages, Lands, Tenements, and Hereditaments, therein before granted and released, with Liberty for the said *Mary Gaynor*, in case she should survive the said *Sir George Colebrooke*, to accept the said capital Messuage and Premises at *Southgate*, as a Jointure House or Place of Residence, during her Life; which, upon such Acceptance, was to be taken and deemed as an Equivalent and in Satisfaction and Compensation for the

Annuity



Annuity or yearly Sum of One hundred and Ninety-five Pounds, Part of the said yearly Rent-charge of One thousand Pounds, therein before limited to her for her Life, for or in the Name of her Jointure; but as the same capital Messuage and Premises were, by the said Will, limited unto or for the Benefit of the Sons and Daughters of the said Sir George Colebrooke, and their Issue, with such Remainders over as aforesaid, and could not be effectually settled, pursuant to the said Proposal, without an Act of Parliament, whereto the Consent and Concurrence of the said Robert Colebrooke and James Colebrooke, the Sons, was requisite and necessary, the said Sir George Colebrooke had proposed to and agreed with his said Brothers, that in case an Act of Parliament should be obtained for the settling and limiting of the said capital Messuage and Premises, to and for the Uses and Purposes, and in Manner therein before-mentioned, discharged and exempted from all the Uses, Trusts, and Limitations of the said Will, then he the said Sir George Colebrooke would settle and assure Lands or Tenements, within Forty Miles of the City of London, of the clear yearly Value of One hundred and Ninety-five Pounds at the least, in Lieu of, and in Exchange and as an Equivalent for, the said capital Messuage and Premises, to and for the Use and Benefit of the Persons intitled to the same respectively under the said Will of the said James Colebrooke, deceased; it was by the same Indenture further witnessed, that the said Sir George Colebrooke did thereby covenant, in case the said intended Marriage took Effect, that he would, at his own Costs, endeavour to obtain such Act of Parliament; and the said Robert Colebrooke and James Colebrooke did thereby also covenant and agree to concur in and join with the said Sir George Colebrooke in such Application; and also reciting, in the aforesaid Indenture of Settlement, that the said James Colebrooke the Testator was, at the Time of making his Will, seised of and in the several Lands, Tenements, and Hereditaments, in or near Southgate aforesaid, therein before released, over and besides the capital Messuage, Offices, Gardens, Grounds, and Premises, in his own Occupation; and that although the said Robert Colebrooke, James Colebrooke, and Sir George Colebrooke, were all satisfied that only the capital Messuage and Premises at Southgate, in the Testator's own Occupation, were intended to be settled and intailed on the Sons and Daughters of the said Sir George Colebrooke, and their Issue, and that the rest of his Lands and Hereditaments, at Southgate aforesaid, were intended to be given unto and enjoyed by the said Sir George Colebrooke, and his Heirs, in Fee-simple; but as some Doubts or Disputes might thereafter arise, concerning the Construction of the Devise, and Disposition of the Lands and Hereditaments, of the said Testator, at Southgate aforesaid, it was thereby declared, that the said Robert Colebrooke and James Colebrooke joined in and executed the said Settlement, for obviating any such Doubts or Disputes concerning the Premises, pursuant to an Agreement therein mentioned, made at the Treaty for

the said Marriage; and the said *Robert Colebrooke*, *James Colebrooke*, and *Sir George Colebrooke*, thereby covenanted, in order to establish the said Settlement, and render the same more effectual, for the Purposes therein mentioned, that they would apply for, and endeavour to obtain, One or more Clause or Clauses, to be, for that Purpose, inserted in the Act of Parliament therein before agreed to be applied for as aforesaid :

**And whereas** the said *James Colebrooke* the Son (afterwards *Sir James Colebrooke*, Baronet) is lately dead, leaving Issue but Two Children, namely, *Mary Colebrooke* and *Emma Colebrooke*, who are Infants under the Age of Twenty-one Years, having first made his last Will and Testament, and thereby appointed the said *Sir George Colebrooke* Guardian of his said Children during their Minorities :

**And whereas** no Act of Parliament hath ever been applied for, pursuant to the Covenants and Agreements contained in the above-mentioned Indenture of Settlement, made on the Marriage of the said *Sir George Colebrooke* with the said *Mary Gaynor* as aforesaid :

**And whereas** the said *Sir George Colebrooke* is lawfully seised in Fee-simple of and in the Manor or Lordship of *Stebunbeath*, alias *Stebunbith*, alias *Stepney*, with its Rights, Members, and Appurtenances, in the County of *Middlesex*, and also of and in divers Freehold Messuages, Farms, Lands, Tenements, and Hereditaments, in the Parishes of *Measham*, *Ryegate*, and *Ewell*, and in the Liberty of *Kingswood*, in the County of *Surry*, herein after particularly mentioned and described, which are together of the yearly Value of Eleven hundred Pounds, and upwards; and the said *Robert Colebrooke* and *Sir George Colebrooke* (as well on Behalf of himself as Guardian to the said *Mary Colebrooke* and *Emma Colebrooke*, and on their Behalf) are now desirous that the said capital Messuage and Premises at *Southgate*, before-mentioned to be in the Occupation of the said Testator *James Colebrooke*, may be discharged of and from the several Uses and Trusts in the same Will mentioned, and in the Marriage Settlement aforesaid agreed to be limited thereof; and that the same Premises may be absolutely vested in the said *Sir George Colebrooke*, and his Heirs, to the Use and Behoof of the said *Sir George Colebrooke*, his Heirs and Assigns for ever :

**And whereas** the said *James Colebrooke* the Testator, being, at the Time of making his said Will, also seised in Fee-simple of and in several Lands, Tenements, and Hereditaments, in or near *Southgate*, in the Parish of *Edmonton* aforesaid, over and besides the said capital Messuage, Offices, Gardens, Grounds, and Premises in his own Occupation, and of and in several other Lands, Tenements, and Hereditaments, at *Frian Barnett* and *East Barnett* aforesaid, in the said recited

Indenture

Indenture of Settlement mentioned and therein comprised, or intended so to be; and in order to prevent and obviate any Doubts or Disputes that may hereafter arise, concerning the Construction or Effect of the Devise and Disposition of the said last-mentioned Lands and Hereditaments by the said Will, and for fulfilling the aforesaid Agreement in relation thereto, in the said Marriage Settlement contained, the said Robert Colebrooke and the said Sir George Colebrooke (on Behalf of himself, and as Guardian to the said Mary Colebrooke and Emma Colebrooke, and on their Behalf) are desirous that all and singular the said Lands and Hereditaments of the said James Colebrooke the Testator, in the Parishes of Edmonton and Friar Barnett, in the County of Middlesex, and at East Barnett, in the County of Hertford, (over and besides the said capital Messuage, Offices, Gardens, Grounds, and Premises before-mentioned to be in his own Possession) may also be discharged of and from all and every Claim, Right, Title, Interest, Estate, or Demand whatsoever, which he the said Robert Colebrooke, and the said Mary Colebrooke, and Emma Colebrooke, or any or either of them, their or any or either of their Issue, or any Person or Persons claiming under them, or any or either of them, now have, or at any Time hereafter may have, claim, challenge, or demand, by virtue of or under the said Will, or otherwise, and of and from the Uses and Limitations thereof, in the said recited Marriage Settlement contained; and that the same may be hereby absolutely vested in the said Sir George Colebrooke, and his Heirs, to the Use and Behoof of the said Sir George Colebrooke, his Heirs and Assigns for ever; and in Consideration thereof the said Sir George Colebrooke doth propose and is willing, upon Condition, the said capital Messuage and Premises at Southgate, before-mentioned to be in the Occupation of the said Testator as aforesaid, and all other the Lands and Hereditaments of the said Testator James Colebrooke, in the Parishes of Edmonton, Friar Barnett, and East Barnett aforesaid, shall be absolutely vested in him, freed and discharged as aforesaid, to substitute and settle so much and such Part of the said Manor or Lordship of Stebunheath, alias Stebunbith, alias Stepney, with its Rights, Members, and Appurtenances, in the said County of Middlesex, as are of the clear yearly Value of One hundred and Ninety-six Pounds, and also the said Freehold Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, in the said Parishes of Meastham, Ryegate, and Ewell, and Liberty of Kingwood, in the County of Surry aforesaid, whereof, wherein, or whereto he is so seised, possessed, or intitled as aforesaid, in Lieu of, and as an Equivalent for, the said Premises so to be vested in him as aforesaid, to, for, upon, and subject to such and the same Uses, Trusts, Estates, Powers, Provisoos, and Limitations, as are respectively limited and declared of the said several Estates, mentioned and comprised in the said Will of the said Testator James Colebrooke, and the Marriage Settlement aforesaid, or such and so many of the same Uses, Estates, Trusts, Powers, Provisoos, and

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Limitations, as are now existing, undetermined, or capable of taking Effect, or as near as the same can be done with regard to the Nature and Quality of such Estates respectively:

**But although** such proposed Exchange will be more convenient and advantageous to all Persons claiming under the said Will and Marriage Settlement; **Yet**, by reason of the Limitations therein contained, such Exchange cannot be effectually made, without the Aid and Authority of an Act of Parliament:

**Wherefore** your MAJESTY's most dutiful Subjects the said Sir George Colebrooke and Dame Mary his Wife, on Behalf of themselves and their Infant Children, and the said Sir George Colebrooke also as Guardian to and on Behalf of the said Mary Colebrooke and Emma Colebrooke, the Daughters of his said late Brother Sir James Colebrooke, Baronet, deceased, and the said Robert Colebrooke,

Do most humbly beseech Your most Excellent MAJESTY;

That it may be Enacted; And be it Enacted, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in Parliament assembled, and by the Authority of the same, That as well the said capital Messuage at Southgate, with the Outhouses, Offices, Gardens, and Grounds, lying contiguous or adjoining thereto, with the Rights, Members, and Appurtenances before-mentioned to be in the Occupation of the said Testator James Colebrooke, as all other the Lands, Tenements, Hereditaments, and Premises, late of the said Testator, in the Parishes of Edmonton and Friar Barnett, in the County of Middlesex, and at East Barnett, in the County of Hertford, or any of them, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits, of all and singular the same Premises, shall, from and after the Twenty-fourth Day of June One thousand Seven hundred and Sixty-two, be vested in and settled upon, and the same are hereby from thenceforth vested in and settled upon, the said Sir George Colebrooke, and his Heirs, to the Use of the said Sir George Colebrooke, his Heirs and Assigns, for ever, freed and discharged, and absolutely acquitted, exempted, and exonerated of, from, and against all and every the Uses, Trusts, Estates, Powers, Provisoos, and Limitations created, limited, and declared, of and concerning the same respectively, or any Part or Parcel thereof, in and by the Will of the said James Colebrooke, deceased, and the said Marriage Settlement hereinbefore recited, or either of them; and also of and from all and every Claim, Right, Title, Interest, Estate, or Demand whatsoever, which be the said Robert Colebrooke, and the said Mary Colebrooke, and Emma Colebrooke, or any of them, their or any of their Issue, or any Person or Persons claiming under them, or any of them, now have or hath,

or at any Time hereafter can or may have, claim, challenge, or demand, in any-wise howsoever.

And it is hereby further Enacted, by the Authority aforesaid, That all that the said Manor or Lordship of *Stebunbeath*, alias *Stebunbith*, alias *Stepney*, with all the Rights, Members, and Appurtenances whatsoever thereunto belonging, in *Stebunbeath*, alias *Stebunbith*, alias *Stepney*, *Shoreditch*, *Holiwell-street*, *Whitechapel*, *Spittalsfields*, *Cambridge Heath*, *Stratford at Bow*, *Poplar*, *Blackwall*, *North-street*, *Limehouse*, *Radcliffe*, *Saint John Wapping*, *Saint Paul Shadwell*, *Brook-street*, *Mile End*, *Bethnal Green*, *Old Ford*, and *West Heath*, or in any of them, in the County of *Middlesex*, or elsewhere; and all and singular the Messuages, Houses, Mills, Edifices, Lands, Tenements, Meadows, Feedings, Pastures, Woods, Underwoods, Rents, Reversions, Services, and also all the Royalties of or to be had, used, or enjoyed, within the said Manor or Lordship; and also all Quit Rents, Rents of Assize, Free Rents, Copyhold and customary Rents, Tolls, and all other Rents and Profits to the said Manor and Royalties belonging or appertaining; and all that the Freehold of all and singular the customary or Copyhold Lands, Tenements, and Hereditaments whatsoever, holden of or within the said Manor; and all Courts, Courts Leet, View of Frankpledge, and all that to View of Frankpledge belongeth, Courts Baron, and other Courts, Bailiwicks, and all and all manner of Services, Franchises, Customs, Custom Works, Forfeitures, Escheats, Reliefs, Heriots, Fines, Post-fines, Issues, Amerciaments, Fines upon Descent or Alienation, Perquisites and Profits of the said Courts and Leets; and also all Waifs, Estrays, Deodands, Goods, and Chattels of Felons of themselves, condemned Persons, outlawed Persons, Persons put in exigent, Annuities, Fee-farms, Waters, Watercourses, Fishings, Ferries, Markets, Fairs, Heaths, Moors, Marshes, Ways, Wastes, waste Grounds, Commons, Common of Pasture, Free Warren, Free Chace, and all that to Free Warren and to Free Chace belongeth or appertaineth, and all Royalties, Immunities, Jurisdictions, Liberties, Privileges, Profits, Commodities, Advantages, Emoluments, and Hereditaments whatsoever, with their and every of their Appurtenances, of what Nature, Kind, or Quality soever the same are, situate, lying, and being, growing, accruing, or increasing in the said Villages, Fields, Parishes, or Hamlets aforesaid, every or any of them, to the said Lordship, Manor, or Premises, or any Part or Parcel thereof belonging, or in any-wise appertaining; all which said Manor and Premises are of the yearly Value of Six hundred Pounds, or thereabouts; and also all that capital Messuage or Mansion-house, with the Barns, Stables, Outhouses, Buildings, Gardens, Orchards, Arable, Meadow, Pasture, and Wood Lands, with the Appurtenances thereunto belonging, commonly called or known by the Name of *Alderstead*, containing in the Whole, by Estimation, Four hundred and Seventy-two Acres, Two Roods, and Two Perches, be the same more or less, situate, lying, and being in the

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Parish

Parish of *Meastbam*, in the County of *Surry*, in the Tenure or Occupation of *William Round*, his Undertenants or Assigns; and also all that Barn, Farm, and Lands, with the Appurtenances thereunto belonging, herein-after more particularly described (that is to say), The *Orchard Field*, the *Barn Field*, *Thatcher's Field*, *Little Busbetts*, *Busbetts Field*, *Lady's Croft*, *Little Denshire Croft*, *Denshire Croft*, several Pieces or Parcels of Arable Land in the common Field, late in the Tenure or Occupation of *William Aynscombe*, containing about Seven Acres, and One Piece or Parcel of Land in *Tottenbam Mead*, containing, by Estimation, One Rood and Sixteen Perches, be the same more or less; all which Premises contain, by Estimation, Forty Acres, Two Roods, and Twenty-four Perches, be the same more or less, and are situate, lying, and being in the Parish of *Meastbam* aforesaid, and in the Tenure or Occupation of *Robert Roffey*, his Undertenants or Assigns; and also all that Barn, and the several Pieces or Parcels of Arable Land, with the Appurtenances thereunto belonging, called or known by the Names of *Further Sandfield*, *Hitber Sandfield*, *Barnfield*, *London Field*, *Hitber Stubbs Mead*, and *Further Stubbs Mead*, containing, by Estimation, Thirty-two Acres, One Rood, and Thirty-four Perches, be the same more or less, situate, lying, and being in the Parish of *Meastbam* aforesaid, in the Tenure or Occupation of *Stephen King*, his Undertenants or Assigns; and also all that Tenement or Cottage, and Piece or Parcel of Land thereunto belonging, with the Appurtenances, situate, lying, and being in the Parish of *Meastbam* aforesaid, in the Tenure or Occupation of *Ralph Steere*, his Undertenants or Assigns; and also all that Messuage or Tenement, together with the Arable, Meadow, and Pasture Lands thereunto belonging, herein-after particularly described (that is to say), All that Piece or Parcel of Land called the *Spreadburrow Field*, containing, by Estimation, Two Acres, be the same more or less; and also all that Piece or Parcel of Land in *Astead Common*, in the First and Second Shot, containing, by Estimation, Two Acres, be the same more or less; and also all that Piece or Parcel of Land in *Woodcroft Common*, in the First and Third Shot, containing, by Estimation, Two Acres, be the same more or less; and also all that Piece or Parcel of Land in the *Wurr Common*, in the Ten Acre Shot, containing, by Estimation, Two Acres and Two Roods, be the same more or less; and also all that Piece or Parcel of Meadow or Pasture Land called *Little Mead*, containing, by Estimation, One Rood, be the same more or less; and also all that Piece or Parcel of Meadow or Pasture Land called the *House Mead*, containing, by Estimation, Two Acres, be the same more or less; all which said last-mentioned Premises are situate, lying, and being in the Parish of *Meastbam* aforesaid, and are in the Tenure or Occupation of *William Griffin*, his Undertenants or Assigns; and also all that Barn and Orchard, and all those Pieces or Parcels of Meadow or Pasture Land thereunto belonging, called or known by the Names of the *Homefield*, *South Park*, *North Park*, *Little Kitchen Mead*, *Great Kitchen Mead*, and the *Walks*, containing



taining together, by Estimation, Thirty Acres, be the same more or less, situate, lying, and being in the Parish of *Meastbam* aforesaid, and were lately belonging to a Messuage or Mansion-house (now pulled down) called or known by the Name of *Meastbam Place*, in the Tenure or Occupation of the said Sir *George Colebrooke*, his Undertenants or Assigns; and also all that Piece or Parcel of Land (now converted into a Paddock) called or known by the Name of *Snipes Mead*, containing, by Estimation, Seven Acres and One Rood, be the same more or less, situate, lying, and being in *Ryegate*, in the County aforesaid, and is now in the Tenure or Occupation of the said Sir *George Colebrooke*, his Undertenants or Assigns; and also all that Piece or Parcel of Meadow or Pasture Land, called or known by the Name of the *Sucklers Mead*, containing, by Estimation, Three Acres, Two Roods, and Twenty-nine Perches, be the same more or less, situate, lying, and being in *Ryegate* aforesaid, in the Tenure or Occupation of *George Dewdney*, his Undertenants or Assigns; and also all that Messuage or Tenement, with the Barns, Stable, Outhouses, Buildings, Gardens, Orchards, Arable, Meadow, Pasture, and Wood Lands, with the Appurtenances thereunto belonging, commonly called or known by the Name of *Linkfield Farm*, containing in the Whole, by Estimation, One hundred and Fifty Acres and Twenty-six Perches, be the same more or less, situate, lying, and being in the Parish of *Ryegate* aforesaid, in the Tenure or Occupation of *William Cucksey*, his Undertenants or Assigns; and also all that Messuage or Tenement and Cottage, with the Barns, Stables, Outhouses, Buildings, Orchards, Gardens, Arable and Wood Lands, thereto belonging, and herein-after particularly mentioned and described (that is to say), The *Brick-house Field*, the *Ten Acres*, the *Four Acres* in *Linkfield Wood*, the *Wayfield* or *Seven Acres*, the *Eight Acres*, the *Nine Acres*, the *Five Acres*, the *Black Ground*, the *Croft*, belonging to the above-mentioned Cottage, and the *Orchard Place*; all which said Premises are Part of a Farm and Lands called *Brick-house Farm*, and are situate, lying, and being in the Parish of *Ryegate* aforesaid, and contain, by Estimation, Seventy-three Acres Two Roods and Thirty-four Perches, be the same more or less, and are in the Tenure or Occupation of the said *William Cucksey*, his Undertenants or Assigns; and also all that Messuage or Tenement, with the Barns, Stables, Outhouses, Buildings, Gardens, Orchards, Arable, Meadow, Pasture, and Wood Lands, with the Appurtenances thereunto belonging, commonly called or known by the Name of the *Old Warren Farm*, containing in the Whole, by Estimation, Two hundred and Seven Acres One Rood and Twenty-three Perches, be the same more or less, situate, lying, and being in the Parish of *Ewell* and Liberty of *Kingwood*, in the County aforesaid, in the Tenure or Occupation of *Thomas King*, his Undertenants or Assigns; and also all those Woods or Wood Lands to the said *Warren Farm* belonging, containing, by Estimation, One hundred and Forty-two Acres, be the same more or less, situate, lying, and being in the Parish of *Ewell* aforesaid,

said, in the Tenure or Occupation of the said Sir George Colebrooke, his  
 Undertenants or Assigns; all which said Messuages, Lands, Tene-  
 ments, Hereditaments, and Premises last-mentioned, are situate, lying,  
 and being in the Parishes of *Measham*, *Ryegate*, *Ewell*, and Liberty of  
*Kingswood*, in the said County of *Surry*, and are of the yearly Value of  
 Five hundred and Four Pounds, or thereabouts; and all and singular  
 Houses, Outhouses, Offices, Edifices, Buildings, Barns, Stables, Yards,  
 Gardens, Orchards, Lands, Meadows, Pastures, Feedings, Woods, Un-  
 derwoods, Trees, Commons, common of Pasture, Furze, Heath,  
 Wastes, Ways, Passages, Paths, Waters, Watercourses, Hedges,  
 Ditches, Mounds, Fences, Privileges, and Appurtenances whatsoever,  
 to the said several last-mentioned Messuages, Lands, Tenements, He-  
 reditaments, and Premises, or any of them, belonging or in any-wise  
 appertaining, or to or with the same or any Part thereof used, held,  
 occupied, or enjoyed, or accepted, reputed, deemed, taken or known  
 as Part, Parcel, or Member thereof, or any Part thereof, and the Re-  
 version and Reversions, Remainder and Remainders, Rents, Issues,  
 and Profits of all and singular the said Manor, Messuages, Lands,  
 Tenements, and Premises shall, from and after the said Twenty-fourth  
 Day of *June* One thousand Seven hundred and Sixty-two, be vested  
 in and settled upon the said *John Wicker* and *Samuel Touchitt*, and  
 their Heirs, to, for, upon, and subject to the several Uses, Trusts,  
 Estates, Powers, Provisoos, Limitations, and Agreements, herein-after  
 expressed (that is to say), As to, for, and concerning so much and  
 such Part of the herein-before mentioned Manor or Lordship of *Ste-  
 bunbith*, alias *Stebunbith*, alias *Stepney*, with the Rights, Royalties,  
 Members, and Appurtenances thereof, as are or shall be of the clear  
 yearly Value of One hundred and Ninety-five Pounds, to the Use and  
 Behoof of the said Sir George Colebrooke, and his Assigns, for and during  
 the Term of his Life; and after the Determination of that Estate, to the  
 Use of the said *John Wicker* and *Samuel Touchitt*, and their Heirs, for  
 and during the natural Life of the said Sir George Colebrooke, in Trust to  
 preserve the contingent Remainders herein-after limited; and from  
 and after his Decease, to the Use of the First and every other Son of  
 his Body lawfully begotten successively, according to their Seniority,  
 and the Heirs Male of the Body and Bodies of all and every such Son  
 and Sons respectively issuing; and for want of such Issue Male, to  
 the Use of all and every the Daughter and Daughters of the said Sir  
*George Colebrooke* lawfully begotten, such Daughters, if more than  
 One, to take in equal Shares, as Tenants in common, and not as joint  
 Tenants, and the Heirs of their respective Body and Bodies issuing;  
 and if One or more of such Daughters shall die without Issue, then as  
 to the Share or Shares of her or them so dying, to the Use of the Sur-  
 vivors or others of them, Share and Share alike, to take as Tenants in  
 common, and not as joint Tenants, and the several Heirs of their Bodies  
 issuing; and if all such Daughters but One shall die without Issue, or  
 if there shall be but One such Daughter, then to the Use of such only  
 Daughter,

Daughter, and the Heirs of her Body; and for Default of all such Issue, then as to One Moiety or Half Part of all such Premises, of the Value of One hundred and Ninety-five Pounds *per Annum*, to the Use and Behoof of the said *Robert Colebrooke*, his Heirs and Assigns; and as to the other Moiety or Half Part thereof, to the Use and Behoof of the said *Mary Colebrooke* and *Emma Colebrooke*, equally between them, as Tenants in common, and not as joint Tenants, and of their several and respective Heirs and Assigns for ever; And as to all the Residue of the said Manor and Premises, over and above the clear yearly Value of One hundred and Ninety-five Pounds, to the Use and Behoof of the said *Sir George Colebrooke*, his Heirs and Assigns for ever: And as to, for, and concerning the herein before-mentioned Messuages or Tenements, Lands, Hereditaments, and Premises, in the said County of *Surry*, described to be of the yearly Value of Five hundred and Four Pounds, hereby vested in them the said *John Wicker* and *Samuel Touchitt*, or intended so to be, To the Use of the said *Samuel Turner*, his Executors, Administrators, and Assigns, for and during the Term of Ninety-nine Years, to be computed from the Solemnization of the Marriage of the said *Sir George Colebrooke* with the said Dame *Mary* his Wife, upon Trust that he the said *Samuel Turner*, his Executors and Administrators, shall yearly and every Year, by and out of the Rents, Issues, and Profits of the said last-mentioned Premises, together with such of the Premises comprised in the Term of Ninety-nine Years, in the said recited Marriage Settlement limited, as are not hereby vested in the said *Sir George Colebrooke* in Fee-simple, raise and levy the Annuity or yearly Sum of Two hundred Pounds, free from Taxes and all other Deductions whatsoever, during so many Years of the said Term as the said *Sir George Colebrooke* and Dame *Mary* his Wife shall jointly live, and pay, apply, and dispose of the same, in such manner as the said Dame *Mary* shall, notwithstanding her Coverture, from time to time direct or appoint, and for want of such Appointment, into her own Hands; to the Intent that the same may be for her sole and separate Use, and not subject or liable to the Debts, Dispositions, or Engagements of the said *Sir George Colebrooke* her Husband, and upon Trust to permit and suffer the said *Sir George Colebrooke*, and his Assigns, to receive and take the Residue and Overplus of the Rents and Profits of all the said Premises to and for his and their Use and Benefit; and after the Determination of the said Term, to the Use of the said *Sir George Colebrooke*, and his Assigns, for and during his natural Life, without Impeachment of Waste; and after his Decease, to the Use, Intent, and Purpose, that the said Dame *Mary Colebrooke* may have and receive, out of the said last-mentioned Premises, and the Premises in the said recited Marriage Settlement comprised, and not hereby vested in the said *Sir George Colebrooke*, and his Heirs, One Annuity or yearly Sum of One thousand Pounds of lawful Money of *Great Britain*, free from Taxes, for and during her natural Life, by four equal quarterly Payments, for her Jointure and in Bar of Dower, payable at the like Times, and with the like Powers of Entry

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and



and Distress, and Perception of the Rents and Profits of the Premises, for the better securing the said Annuity, as in the said recited Marriage Settlement is mentioned and provided, and subject to the Payment of the said Annuity of One thousand Pounds, to the Use of the said *Samuel Turner*, his Executors, Administrators, and Assigns, for the Term of One hundred Years, to commence from the Death of the said *Sir George Colebrooke*, without Impeachment of Waste, for the better securing and recovering the said Annuity, and all Arrears thereof, by such Ways and Means as in the said Settlement are provided or directed; and after the Determination of the said Term of One hundred Years, and subject thereto, to the Use of the said *George Ruck* and *Stephen Peter Godin*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, upon Trust, by the Ways and Means in the same Settlement mentioned, to raise and levy such Sum and Sums of Money, for the Portion and Portions of all and every the Child and Children of the Marriage of the said *Sir George Colebrooke* and Dame *Mary* his Wife (other than an eldest or only Son), to be paid at such Times, and in such Manner, and with such yearly Sum and Sums of Money, for their Maintenance and Education, as therein are particularly mentioned; and from and after the Determination of the said Term of Five hundred Years, and subject thereto, to the Use of the said *Sir George Colebrooke*, his Heirs and Assigns for ever.

**Provided always, and it is hereby Enacted and Declared,** That it shall and may be lawful to and for the said *Sir George Colebrooke*, from ~~time to~~ time, during his Life, and for all and every such Person or Persons as shall be Guardian or Guardians for the Time being of any Person or Persons, who shall be in Possession of the said Lands, Tenements, Hereditaments, and Premises, in the said County of *Surry*, by virtue of the Limitations aforesaid, at any time or times during the Minority of such Person or Persons, and before he, she, or they shall attain their respective Ages of Twenty-one Years, by Indenture or Indentures under his, her, or their Hand and Seal, or Hands and Seals, to demise, lease, or grant, all or any Part of the said Premises, unto any Person or Persons, for any Term or Number of Years not exceeding Twenty-one Years, to commence in Possession, and not in Reversion, Remainder, or Expectancy, without taking any Fine, Premium, or Foregift, for or in respect of such Lease or Leases; so as in every such Lease there be reserved, during the Continuance thereof, the greatest improved yearly Rent, payable quarterly or half yearly, that can reasonably be had or gotten for the same; and so as no such Leases be made dispunishable of Waste by any express Words therein; and so as there be contained in every such Lease a Clause or Condition of Re-entry for Non-payment of the Rent or Rents thereby to be reserved; and so as the Person or Persons, to whom such Lease or Leases shall be made, do respectively seal and deliver Counterparts thereof.

And

And it is hereby further Enacted and Declared, That the several Trustees herein before named and appointed for the several Purposes herein before declared, shall not, nor shall any of them, or the Heirs, Executors, or Administrators of any of them, be answerable or accountable for any Money to be received by virtue of the Trusts hereby in them respectively reposed, any otherwise than each Person for such Sum and Sums of Money as he shall respectively actually receive; and that no One of them shall be answerable or accountable for the Acts, Receipts, Neglects, or Defaults of the other of them; and also that they the said Trustees, their respective Heirs, Executors, and Administrators, shall and may, by and out of the Rents and Profits of the Premises, hereby vested in them, retain to and reimburse themselves all such Costs, Charges, Damages, and Expences, as they or any of them shall or may sustain or be put unto, in and about the Execution of the Trusts hereby in them respectively reposed.

Having always to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all Lessees of the Premises, or any Part thereof, in respect of their several Leases and Interests, and to the Lords of the several Manors of which any of the Copyhold Lands and Hereditaments, intended to be vested by this Act, are holden, in respect of their several Fines or other Rights due and to be claimed by them respectively upon the Death of any Copyholder, or Alienation of the same Copyhold Premises respectively; and to all and every other Person or Persons, Bodies Politick and Corporate, his, her, and their respective Heirs, Successors, Executors, and Administrators (other than and except the said Sir George Colebrooke and Dame Mary his Wife; and all and every his Son and Sons, and the Heirs Male of their Bodies, and all and every his Daughter and Daughters, and the several Heirs of their Bodies; and the said Robert Colebrooke, Mary Colebrooke, and Emma Colebrooke, and their respective Heirs and Assigns; and all and every other Person and Persons claiming any Estate, Right, Title, Trust, or Interest, of, in, or to, or out of, the Premises hereby vested in the said Sir George Colebrooke, under or by virtue of his Marriage Settlement, or the Will of his said Father); All such Estate, Right, Title, Interest, Claims, and Demands, of, in, to, or out of, the Premises hereby vested and settled by this Act, as they, every or any of them, had before the Passing this Act, or could or might have held or enjoyed in case this Act had not been made.

An ACT for Vetting the Capital Messuages,  
with the Lands and Hereditaments there-  
unto belonging, at *Seethingale*, in the Parish  
of *Edmonton*, and at *Frian Barnet*, in the  
County of *Middlesex*, and at *East Barnet*,  
in the County of *Hertsford*, late Part of the  
Estate of *James Calbrooke*, Esquire, de-  
ceased, comprised in the Marriage Settle-  
ment of *Sir George Calbrooke*, Baronet, in  
him and his Heirs; and for settling other  
Lands and Hereditaments, in the Counties  
of *Surry* and *Middlesex*, of equal Value, ●  
to the same Uses, in Lieu thereof; and for  
other Purposes in the said Act mentioned.